



RICARDO D. GARCIA
PUBLIC DEFENDER

**LAW OFFICE OF THE PUBLIC DEFENDER
COUNTY OF LOS ANGELES**

CLARA SHORTRIDGE FOLTZ CRIMINAL JUSTICE CENTER
210 WEST TEMPLE STREET, 19TH FLOOR
LOS ANGELES, CALIFORNIA 90012

TEL (213) 974-2801 / FAX (213) 625-5031 / TDD (800) 801-5551



ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

December 17, 2019

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

66 December 17, 2019

CELIA ZAVALA
EXECUTIVE OFFICER

Dear Supervisors:

**ACCEPT GRANT FUNDING FROM THE LOS ANGELES CITY ATTORNEY'S PROPOSITION 47
GRANT AWARD BSCC 538-19 TO COORDINATE LEGAL SUPPORT FOR LA DOOR
PARTICIPANTS AND APPROVE AN APPROPRIATION ADJUSTMENT (ALL SUPERVISORIAL
DISTRICTS) (4 VOTES)**

SUBJECT

Request Board approval to authorize the Law Office of the Los Angeles County Public Defender (PD) to accept Proposition 47 grant funds awarded to the Los Angeles City Attorney's Office (LACAO) to expand its LA DOOR (Diversion, Outreach, and Opportunities for Recovery) program.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Public Defender, or his designee, to enter into a Memorandum of Understanding (MOU), substantially similar to the attached, with the LACAO, governing the use of grant funds totaling \$166,764, with an in-kind match requirement of \$162,441 that will be met through existing PD staffing resources for the term of January 1, 2020 through December 31, 2022, to execute PD services consistent with the LACAO, Grant Agreement, California Board State and Community Corrections – (BSCC Agreement 538-19) Grant Administration Guidelines.
2. Approve a FY 2019-20 interim ordinance position authority for 1.0 Intermediate Typist-Clerk (ITC) position, pursuant to Section 6.06.020 for the County Code, with the level of the position subject to review and allocation by the Chief Executive Office Classification Division.

3. Approve an Appropriation Adjustment to increase PD's Budget in the amount of \$26,000 for FY 2019-20 to partially fund the ITC position.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In 2014, California voters passed Proposition 47, which recategorized some nonviolent offenses as misdemeanors, rather than felonies, as they had previously been categorized. Under the new law, PD has been conducting expungement community events for clients by assisting with the completion of expungement forms.

In January 2018, LA DOOR launched in South Los Angeles and served over 450 individual participants in its first 15 months of operation. Of these 450, over 280 completed at least two (2) months of social service engagement, with over 160 accessing substance use disorder services, 80 accessing mental health care, and 64 accessing physical health support. Over 100 received housing support, and 33 received legal support. The LACAO was recently awarded \$6 million dollars in Proposition 47 grant funds to expand its transformative LA DOOR model to reach areas in Central and Downtown Los Angeles most in need of robust Proposition 47 services.

LA DOOR expansion will double the model in size and scope, providing the following services to a minimum of 750 participants from January 2020 to December 2022: 1) peer-led mobile social services consistently delivered to five (5) hotspot locations with high numbers of individuals experiencing homelessness, substance dependence, and mental illness; 2) expansion of pre-arrest diversion of Proposition 47 drug arrests to include Central, Rampart, and Newton Los Angeles Police Department divisions where drug possession arrest numbers are highest; and 3) proactive removal of legal barriers through collaborative LACAO and PD partnerships.

Both the LACAO and PD recognize that program operations would greatly benefit from additional personnel support within PD's Homeless Mobile Unit. Therefore, the LACAO allocated \$166,764 of its grant funds to support an ITC position within the PD to coordinate legal support for LA DOOR participants. The ITC will follow protocols developed by PD for efficiently reconnecting LA DOOR participants with legal counsel through the Public Defender's Office. Establishing the ITC position and accepting Proposition 47 grant funds passed through the LACAO will enhance the ability of the LA DOOR program to remove participants' legal barriers.

Implementation of Strategic Plan Goals

LA DOOR is consistent with the County's Strategic Plan, Goal 1.2, Enhance Our Delivery of Comprehensive Interventions by delivering comprehensive and seamless services to those seeking assistance from the County. The continued implementation of this program aims to proactively remove legal barriers and ensure necessary services are rendered to vulnerable populations.

FISCAL IMPACT/FINANCING

The total amount of grant funds to be passed through the LACAO to PD is \$166,764. There is an in-kind match requirement of \$162,441 that will be provided through existing PD personnel.

Grant funding for this position comes through the Board of State and Community Corrections

(BSCC) and is distributed on a reimbursement basis through invoices submitted by the LACAO to the BSCC. The BSCC then issues funds to the City of Los Angeles, who will then partially reimburse PD for the position.

FY 2019-20: \$26,323

FY 2020-21: \$54,091

FY 2021-22: \$57,059

FY 2022-23: \$29,291

For FY 2019-20, approval of an appropriation adjustment is requested to increase the Department's budget in the amount of \$26,323 (Salaries and Employee Benefits), offset by an increase in grant revenue.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The term of the MOU is from January 1, 2020, to December 31, 2022.

The attached MOU has been approved as to form by County Counsel and the Los Angeles City Council.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

N/A

CONCLUSION

Upon your Board's approval, please return one adopted copy of this board letter to Public Defender, Bureau of Administrative Services.

The Honorable Board of Supervisors

12/17/2019

Page 4

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Ricardo D. Garcia", with a stylized flourish at the end.

RICARDO D. GARCIA

Public Defender

RICARDO D. GARCIA Public
Defender RDG:mpm

Enclosures

c: Executive Office, Board of Supervisors
Chief Executive Officer
County Counsel



Memorandum of Understanding

Between

The City of Los Angeles, Office of the City Attorney

and the

County of Los Angeles, Office of the Public Defender

for the

LA DOOR Program

TABLE OF CONTENTS

I.	PURPOSE	2
II.	EXHIBITS AND INCORPORATION	3
III.	TERM OF AGREEMENT.....	3
IV.	PUBLIC DEFENDER RESPONSIBILITIES	4
A.	Services to Remove Legal Barriers:.....	4
B.	Personnel:.....	5
C.	Project Records:.....	5
D.	Confidentiality of Information:.....	6
E.	Budget Detail and Payment Provisions:	6
V.	PAYMENT	8
A.	Reimbursement:.....	8
B.	Grant Amount and Limitations:.....	8
C.	Budget Contingency Clause:.....	8
D.	Eligible Project Costs:	9
E.	Withholding of Funds:	9
F.	Grantor Mandated Security:	9
G.	Separate Accounting Records:.....	9
VI.	CITY ATTORNEY RESPONSIBILITIES	9
VII.	MISCELLANEOUS PROVISIONS	10
A.	Order of Precedence:.....	10
B.	Independent Contractor Status:	10
C.	Assignment, Delegation, and Subcontracting:	10
D.	Indemnification:	11
E.	Notices:	11
F.	Termination:	12
G.	General Insurance Requirements:	12
H.	Authorization Warranty:.....	12
I.	Amendments:	12
J.	Compliance with Applicable Law:.....	13
K.	Validity:	13
L.	Waiver:.....	13
M.	Governing Law:	13

N.	Entire Agreement:	14
----	-------------------------	----

EXHIBIT LIST

Exhibit A - Grant Agreement between City Attorney and BSCC

Exhibit B - BSCC Grant Administration Guide

Exhibit C - Quarterly Progress Report Schedule

Exhibit D - Monthly Invoice Schedule

Exhibit E – Coverage Requirements and Insurance Compliance Instructions

MEMORANDUM OF UNDERSTANDING
Between the
City of Los Angeles, Office of the City Attorney
and the
County of Los Angeles, Office of the Public Defender
for the
LA DOOR Program

This Memorandum of Understanding (Agreement) is entered into by and between the City of Los Angeles, acting by and through its Office of the City Attorney ("City Attorney" and/or "City") and the County of Los Angeles, Office of the Public Defender ("Public Defender" and/or "County"), collectively referred to herein as "Parties" and individually as "Party".

WHEREAS, the State of California Board of State and Community Corrections ("BSCC" or "Grantor") has awarded the City Attorney's Office grant funds under the Proposition 47 Safe Neighborhoods and Schools Grant Program ("Prop 47") in the amount of \$6,000,000 ("Grant Funds") to fund the Los Angeles Diversion, Outreach, and Opportunities for Recovery ("LA DOOR") program for the grant performance period beginning August 15, 2019 through May 15, 2023, and such Grant Funds having been accepted by the Los Angeles City Council on November 8, 2019 (C.F. 17-0758-S1); and

WHEREAS, the LA DOOR program is a comprehensive health-focused criminal justice intervention to proactively address addiction, mental illness, and homelessness through mobile social services, pre-booking diversion, and removal of legal barriers; and

WHEREAS, the LA DOOR model, which was developed through a joint planning effort involving multiple government, non-profit, law enforcement, and other partner agencies over the course of a year from October 2015 through October 2016, launched in South Los Angeles through a separate and distinct grant of Prop 47 funds awarded to City Attorney for a grant performance period from June 16, 2017 through August 15, 2021, and serving the geographic areas bounded by the Los Angeles Police Department's ("LAPD") Southwest, Southeast, and 77th Street Divisions; and

WHEREAS, new Grant Funds, which are the subject of this Agreement, will expand the LA DOOR model into Central Los Angeles, serving the geographic areas bounded by LAPD's Central, Rampart, and Newton divisions, with the expansion of the LA DOOR model to include a stronger focus on assisting program participants with removing legal barriers; and

WHEREAS, Public Defender has been a committed supporter of the LA DOOR model since its launch in South Los Angeles, has contributed advice and recommendations as a member of the LA DOOR Advisory Committee, has provided letters of support for LA DOOR's Prop 47 grant applications, and is the primary provider of legal services to LA DOOR participants; and

WHEREAS, City Attorney and Public Defender recognize that as LA DOOR program operations expand into Central Los Angeles, program operations will benefit from additional personnel in Public Defender's Office to facilitate efficient access to legal support for program participants in both South and Central LA DOOR operations; and

WHEREAS, Public Defender, as a critical LA DOOR Program Partner tasked with supporting LA DOOR participants with removing legal barriers, is designated in City Attorney's grant award as a sub-recipient of Grant Funds in the amount of \$166,764 to support an Intermediate Typist Clerk position within the Public Defender's Office from January 1, 2020 through December 31, 2022; and

WHEREAS, Public Defender will provide legal support to LA DOOR participants through existing personnel resources totaling \$162,441 in value over the grant period, and the nature of these services to be recorded by Public Defender for grant reporting and evaluation purposes; and

WHEREAS, the project services which are the subject of this Agreement have been approved by the Los Angeles City Council and Grantor; and

WHEREAS, Public Defender and the City Attorney have mutually agreed that it is in the public interest to work together to ensure the success of the LA DOOR model for the benefit of individual participants and the communities in which they reside.

NOW, THEREFORE, in consideration of the foregoing and of the promises and covenants set forth herein, the Parties agree as follows:

I. PURPOSE

The purpose of Grant Funds is to replicate the City Attorney's successful and existing LA DOOR model launched in South LA in 2017 through a separate and distinct grant of Proposition 47 funds. The South LA iteration of LA DOOR provides services to participants in the geographic areas bounded by LAPD's Southwest, Southeast, and 77th Street divisions. Grant Funds subject to this Agreement will replicate the LA DOOR model in the geographic areas bounded by LAPD's Central, Rampart, and Newton divisions, and will enhance Public Defender support across both the South LA and Central LA program operations.

Grantor has agreed to fund the LA DOOR program based on City Attorney's Grant Application submitted to Grantor for funding on March 14, 2019. The Grant Application was jointly developed with several Program Partners including Public Defender. Specifically, City Attorney and Public Defender mutually agreed to the Budget Narrative and Budget Detail sections of the Grant Application (see Exhibit A), mutually agreed to the portion of Grant Funds allocated to Public Defender, and mutually agreed to the value of leveraged legal resources to be provided by Public Defender in support of LA

DOOR participants. Further, the City Attorney's application for Grant Funds includes a letter from the Public Defender supporting the City Attorney's application, specifying the leveraging of existing resources, and specifying the need of Grant Funds to support an existing position.

Therefore, because Grantor awarded Grant Funds to City Attorney based on its Grant Application, which was developed in reliance on representations made by Public Defender and other Program Partners, Public Defender now agrees to perform services under this Agreement in a manner consistent with Exhibit A, which is incorporated by reference herein.

Grantor or the City Attorney reserves the right to amend, revise, or update Exhibits and/or any grant administration guide or policy. City Attorney will advise Public Defender of any changes to these documents, policies, or procedures.

II. EXHIBITS AND INCORPORATION

The following exhibits are attached and incorporated herein:

- A. Exhibit A - Grant Agreement between the City Attorney and BSCC, including the Proposition 47 Cohort 2 Request for Proposals, the City Attorney's 2019 Prop 47 Application for Funding, and all other Exhibits and Attachments incorporated therein.
- B. Exhibit B - BSCC Grant Administration Guide
(http://www.bscc.ca.gov/s_cppresources/)
- C. Exhibit C - Quarterly Progress Report Schedule
- D. Exhibit D - Monthly Invoice Schedule
- E. Exhibit E – Coverage Requirements and Insurance Compliance Instructions

III. TERM OF AGREEMENT

The term of this Agreement shall commence upon full execution by the City Attorney and the Public Defender and shall be through May 15, 2023, including any additional period of time as required to complete necessary grant close-out activities, unless sooner terminated or extended, in whole or in part, as provided in this Agreement.

To the extent that the Public Defender may have begun performance of the services before the date of execution at the City Attorney's request and due to immediate needs, the City Attorney hereby ratifies and accepts these services performed in accordance with the terms and conditions of this Agreement.

IV. PUBLIC DEFENDER RESPONSIBILITIES

A. Services to Remove Legal Barriers:

- a. Public Defender shall make the full breadth of its services available to LA DOOR participants, whether participants enter the LA DOOR program through services provided in South LA or Central LA. Public Defender agrees to actively pursue removal of legal barriers for all LA DOOR participants referred by LA DOOR case managers to Public Defender for legal services, with legal counsel and support including, but not limited to: resolving outstanding warrants, addressing unresolved obligations in ongoing cases, referrals to specialty courts as appropriate, pursuing opportunities for expungement or charge reduction, referrals and coordination with the Alternate Public Defender as appropriate.
- b. Public Defender understands that LA DOOR participants are frequently homeless, and struggle with varying acuity of substance use, mental illness, medical conditions, low educational attainment, poor hygiene, and other conditions that make consistent follow up with personal appointments difficult. Therefore, Public Defender agrees to work closely and collaboratively with LA DOOR Program Partners to facilitate processes that support LA DOOR participants with engagement and retention in Public Defender legal services including assisting LA DOOR staff with coordinating court dates, preparing for court dates, and keeping participants apprised of their legal processes.
 - i. "Program Partners" share responsibility for implementing the LA DOOR program. Program Partners include: 1) the City Attorney, the Lead Agency and Administrator of Grant Funds, tasked with implementation of the LA DOOR model, including ensuring that grant operations comply with Grantor expectations, are delivered with fidelity to Exhibit A, and are fiscally sound; 2) SSG Project 180, a non-profit City Attorney subcontractor providing multidisciplinary mobile outreach services and long-term co-occurring disorder services for program participants; 3) West Angeles Community Development Corporation, a non-profit City Attorney subcontractor providing transitional housing and additional case management support for LA DOOR participants; 4) RAND, a non-profit City Attorney subcontractor providing data collection and program evaluation services for the LA DOOR model.
- c. A consistent representative from Public Defender will attend all LA DOOR Advisory Committee Meetings scheduled by the City Attorney. The Public Defender representative shall report to Committee members on Public Defender progress in removing legal barriers for LA DOOR participants.

B. Personnel:

- a. The Public Defender will provide the following personnel as identified in, and consistent with, the Grant Application and Budget in Exhibit A, with personnel expenditures consistent with Exhibit A:
 - i. One Intermediate Typist Clerk at 100% full-time equivalency ("FTE") from January 1, 2020 through December 31, 2022, with personnel expenditures from Grant Funds not to exceed \$166,764.00 for this position during the grant period and such funds to be used exclusively for salaries and benefits.
 - ii. Sufficient personnel to carry out performance under this Agreement consistent with "PUBLIC DEFENDER RESPONSIBILITIES, Section A" above, with such personnel salary, benefits, and related indirect costs reaching a total value of \$162,441 in leveraged resources benefitting LA DOOR participants over the Grant Period.
 1. Per Grantor, "leveraged resources" include staff positions, services, supplies, equipment, or other assets needed for the project's success and are made available to the project, but are not funded through Grant Funds.

C. Project Records:

- a. Quarterly Progress Reports: The Public Defender will submit quarterly progress reports to the City Attorney in a format prescribed by Grantor and distributed to Public Defender by the City Attorney. These reports provide quantitative and qualitative information on progress made on removing legal barriers for program participants. Reports shall be submitted according to the schedule attached as Exhibit C and incorporated herein.
- b. Official File: The Public Defender shall establish an official file for all grant activities pertaining to the Agreement as required by the BSCC Grant Administration Guide attached as Exhibit B and incorporated herein.
- c. Record Availability: All Public Defender records relevant to the LA DOOR program must be preserved a minimum of three (3) years after the closeout of grant activities. Beginning with the ratification of this Agreement, and continuing until three years after the closeout of grant activities, all records relevant to the LA DOOR program shall be subject at all reasonable times for inspection, examination, monitoring, copying, excerpting, transcribing, and auditing by the state Controller's Office, Grantor, the City Attorney or their designees. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be

retained until the completion of the action and resolution of all issues which arise from it or until the end of the regular three-year period, whichever is later.

- d. On-Site Inspection: The Public Defender shall provide suitable on-site facilities for access, monitoring, inspection, and copying of financial books and records related to this agreement as needed during the course of any record review described in section "c" immediately above.
- e. Attorney Client Privilege: The City Attorney shall not seek to inspect any records maintained by the Public Defender's Office that contain information protected by attorney-client privilege, provided that Public Defender establishes appropriate avenues for City Attorney to audit and confirm fiscal, programmatic, and operational performance under this Agreement, consistent with Grantor and State Controller expectations.

D. Confidentiality of Information:

- a. Information, documents, records, software programs, databases, and data furnished to the Public Defender by the City Attorney or any Program Partner and any other documents to which the Public Defender may access during the term of this Agreement are confidential information (hereinafter referred to as "Confidential Information"). Public Defender may not disclose Confidential Information in any manner without the prior written consent of the City Attorney.
- b. The Public Defender shall participate in the collection of data throughout the term of this Agreement. Data collection shall be related to the type of legal services provided to LA DOOR participants and the outcome of those services. Public Defender is responsible for ensuring that data is captured accurately and consistently. Public Defender understands that data collection is required by Grantor and is critical to evaluating whether LA DOOR is achieving its stated goal of assisting participants with removing legal barriers. Public Defender is committed to working collaboratively with City Attorney and Program Partners to ensure Public Defender data is captured appropriately for grant reporting purposes.
- c. Public Defender must keep LA DOOR participant data safe and secure in a manner consistent with public defense counsel privacy standards for protecting confidential client information.

E. Budget Detail and Payment Provisions:

- a. Invoicing:

- i. **Invoice Scheduling:** The City Attorney is required to submit monthly invoices to Grantor for reimbursement for performance of grant activities. City Attorney invoices combine all expenditures of Grant Funds and all leveraged fund resources across all Program Partners for the invoice month. While leveraged resources are not billed to Grant Funds, a dollar value accounting of leveraged resources is included in monthly invoices for all Program Partners, including Public Defender. To allow sufficient time for City Attorney to review and incorporate Public Defender grant expenditures and leveraged resources into its combined monthly invoices to Grantor, City Attorney requires Public Defender to submit its monthly invoices to City Attorney according to the schedule in Exhibit D, attached and incorporated herein.
- ii. **Preparing Invoices:** For consistency across all Program Partners, Public Defender invoices must be prepared according to the City Attorney's grant invoicing format in accordance with City Attorney invoicing policies and procedures, which will be distributed to Public Defender and may be updated from time to time.
- iii. **Separation of South LA and Central LA Invoicing:** Because South LA program operations are funded through a separate grant, South LA and Central LA invoices must be separated. South LA invoices will only include an accounting of leveraged Public Defender resources extended to South LA program participants. Central LA invoices will include expenses billed against Grant Funds for the Intermediate Typist Clerk position for which the Public Defender will be reimbursed, as well as an accounting of leveraged Public Defender resources extended to Central LA program participants.
- iv. **Timely Submission:** The Public Defender is required to submit timely invoices to the City Attorney for all grant reporting periods, even if grant funds are not expended or leveraged funds are not contributed during the reporting period.
- v. **Invoices shall be submitted to:**

Kyle Kirkpatrick
LA DOOR Senior Program Administrator
Office of the Los Angeles City Attorney
200 N Main Street, Room 966
Los Angeles, CA 90012
Phone: 213-978-3928
Email: Kyle.Kirkpatrick@lacity.org

- vi. City Attorney will notify Public Defender in writing if reimbursement requests are inaccurate or incomplete. Inaccurate or incomplete reimbursement requests will be returned to Public Defender for revision and shall be accepted by the City Attorney only when such forms are accurate and complete.
- vii. All invoices submitted to City Attorney must be signed by a fiscal officer from Public Defender under penalty of perjury that the information submitted is true and correct.

V. PAYMENT

A. Reimbursement:

Grant Funds are distributed to all Program Partners including Public Defender on a reimbursement basis. Grant Funds are disbursed to City Attorney by Grantor and shall be passed through to Public Defender according to approved invoices. Grantor has given assurances that payments will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

B. Grant Amount and Limitations:

- a. In no event shall City Attorney be obligated to pay any amount in excess of \$166,764 over the term of this Agreement, the amount mutually agreed upon by City Attorney and Public Defender in developing the Grant Application Budget Narrative and Budget Detail.
- b. Public Defender agrees that its allocation of Grant Funds shall be expended in accordance with the Budget Narrative and Budget Detail outlined in the Grant Application included in Exhibit A. Public Defender shall adhere to the limitations set forth in the BSCC Grant Administration Guide attached as Exhibit B and incorporated herein.

C. Budget Contingency Clause:

Public Defender agrees that City Attorney makes no commitment to fund services under this Agreement beyond the terms herein. Funding for all of LA DOOR's operations are subject to the continuing availability of state funds from Grantor. Public Defender agrees that City Attorney's obligation to pay any sum to Public Defender under this agreement is contingent upon the availability of continued funding from Grantor. It is mutually agreed that this Agreement shall be of no further force and effect if Grantor discontinues funding for LA DOOR.

D. Eligible Project Costs:

Public Defender is responsible for ensuring that invoices submitted to the City Attorney claim actual expenditures for eligible project costs. Consistent with Exhibit B, Grant Funds must be used to supplement existing funds for program activities and may not replace or supplant funds already appropriated for the same purpose. Violations may result in a range of penalties (e.g. recoupment of monies provided under this grant, suspension of future program funding through City Attorney grants, and civil/criminal penalties).

E. Withholding of Funds:

City Attorney may withhold all or any portion of Grant Funds provided by this Agreement in the event that Public Defender has materially and substantially breached the terms and conditions of this Agreement.

F. Grantor Mandated Security:

At such time as the balance of Grant Funds allocated to Public Defender reaches five percent (5%), City Attorney shall withhold that amount as security, to be released to Public Defender upon compliance with all grant closeout activities, including but not limited to:

- a. submission and approval of the final invoice;
- b. submission and approval of the final progress report;
- c. submission and approval of any additional required reports; and
- d. submission and approval of the final audit of expenditures

G. Separate Accounting Records:

Grantee shall establish separate accounting records or codes and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all grant and leveraged funds claimed. These records shall be housed in the project grant file.

VI. CITY ATTORNEY RESPONSIBILITIES

- A. City Attorney will implement the LA DOOR model according to its agreement with Grantor, attached as Exhibit A.
- B. City Attorney will work with all Program Partners to facilitate streamlining LA DOOR participants' access to Public Defender legal support.
- C. City Attorney will work with the Public Defender to resolve any contractual or performance issues if and when they arise.

- D. City Attorney retains prosecutorial discretion at all times throughout the implementation of the LA DOOR model, and recognizes that Public Defender retains discretion the manner of representation of LA DOOR participants.

VII. MISCELLANEOUS PROVISIONS

A. Order of Precedence:

In the event that an inconsistency exists among any provisions of this Agreement (including amendments hereto) the inconsistency shall be resolved by giving precedence in the following order:

- a. This Agreement (including amendments hereto);
- b. Exhibit A - Grant Agreement between the City Attorney and BSCC, including the Proposition 47 Cohort 2 Request for Proposals, the City Attorney's 2019 Prop 47 Application for Funding, and all other Exhibits and Attachments incorporated therein.
- c. Exhibit B - BSCC Grant Administration Guide
(http://www.bscc.ca.gov/s_cppresources/)
- d. Exhibit C - Quarterly Progress Report Schedule
- e. Exhibit D - Monthly Invoice Schedule
- f. Exhibit E – Coverage Requirements and Insurance Compliance Instructions

B. Independent Contractor Status:

This Agreement is between Public Defender and City Attorney and is not intended, and shall not be construed to create the relationship of employee, agent, servant, partnership, joint venture, or association, as between Public Defender and City Attorney. The employees and agents of one party shall not be construed to be employees and agents of the other party.

C. Assignment, Delegation, and Subcontracting:

A party shall not assign its rights and/or subcontract, or otherwise delegate, its duties under this Agreement, either in whole or in part, without the prior written consent of the other party. Any unapproved assignment, subcontract, or delegation shall be null and void and may result in termination of this Agreement.

D. Indemnification:

City Attorney and Public Defender are public entities. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an Agreement as defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it or upon any of its officers, agents or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Section 895.2. To achieve the above-stated purpose, each party indemnifies and holds harmless the other party for all losses, costs, or expenses that may be imposed upon such other party solely by virtue of said Section 895.2. The provision of Section 2778 of the California Civil Code is made a part hereto as if fully set forth herein. The provisions of this paragraph survive expiration or termination of this Agreement.

E. Notices:

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the Parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party giving ten (10) calendar days prior written notice thereof to the other party.

Notices shall be addressed to Public Defender as follows:

Justine Esack
Office of the Public Defender
19-513 Clara Shortridge Foltz Criminal Justice Center (CSFCJC)
210 West Temple Street, 19th Floor
Los Angeles, CA 90012

Notices shall be addressed to City Attorney as follows:

Jamie Larson
Office of the City Attorney
City Hall East
200 N Main Street, 9th Floor
Los Angeles, CA 90012

F. Termination:

Either party may terminate all or part of this Agreement for failure to comply with its terms and conditions, provided that a written termination notice is submitted to the other party not less than thirty (30) calendar days prior to the requested termination date. Said notice shall set forth the specific conditions of non-compliance and shall provide a reasonable period of corrective action.

G. General Insurance Requirements:

During the term of this Agreement and without limiting Public Defender's indemnification of the City, Public Defender shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by Public Defender but not less than the amounts and types listed on the Insurance and Minimum Limits Sheet within Exhibit E, covering its operations hereunder. Such insurance shall conform to City requirements established by Charter, ordinance or policy, shall comply with the Insurance Contractual Requirements within Exhibit D, shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management, and shall comply with all Insurance Contractual Requirements shown on Exhibit E hereto. Proof of Public Defender's insurance must be submitted online according to instructions in Exhibit E prior to beginning any work under this Agreement. Exhibit E is hereby incorporated by reference herein and made a part of this Agreement.

Public Defender's failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Agreement under which City Attorney may immediately suspend or terminate this Agreement or, at its discretion, procure or renew such insurance to protect City Attorney's interests and pay any and all premiums in connection therewith and recover all monies so paid from Public Defender.

H. Authorization Warranty:

Public Defender represents and warrants that the person executing this Agreement for Public Defender is an authorized agent who has actual authority to bind the Public Defender to each and every term, condition, and obligation of this Agreement and that all requirements of the Public Defender have been fulfilled to provide such authority.

I. Amendments:

For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Agreement, an

amendment to the Agreement shall be prepared and executed by the Parties and approved as to form by counsel for both Parties. For any other changes, a formal written request by one party to the other will be made and if approved by the other party.

Unless otherwise provided herein, the Agreement may not be amended or modified by oral agreements or understandings among the Parties, any written documents not constituting a fully executed Amendment, or by any acts or conduct of the Parties.

J. Compliance with Applicable Law:

The Public Defender shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference. Public Defender shall indemnify and hold harmless the City Attorney from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of Public Defender or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

K. Validity:

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

L. Waiver:

No waiver by the Parties of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the Parties to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

M. Governing Law:

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agree and consent that venue of any

action brought hereunder shall be exclusively in the County of Los Angeles.

N. Entire Agreement:

This Agreement constitutes the complete and exclusive statement of understanding between the Parties, which supersedes all previous agreements, written or oral, and all other communications between the Parties relating to the subject matter of this Agreement.

IN WITNESS HEREOF, the Parties have caused this Agreement to be executed by their duly authorized agents as of this _____ day of _____, 2019.

COUNTY OF LOS ANGELES

CITY OF LOS ANGELES
OFFICE OF THE CITY ATTORNEY

By _____
SACHI A. HAMAI
Chief Executive Officer

By _____
MICHAEL N. FEUER
City Attorney

APPROVED AS TO FORM:
BY COUNTY COUNSEL
MARY C. WICKHAM

APPROVED AS TO FORM:
BY OFFICE OF THE CITY ATTORNEY
MICHAEL N. FEUER

By _____
JONATHAN C. MCCAVERTY
Principal Deputy County Counsel

By _____
BARAK VAUGHN
Deputy City Attorney

APPROVED AS TO FORM:
BY OFFICE OF THE PUBLIC
DEFENDER
RICARDO GARCIA

By _____
RICARDO GARCIA
Public Defender



**LAW OFFICES OF THE
LOS ANGELES COUNTY PUBLIC DEFENDER**

210 West Temple Street
Los Angeles, California 90012
(213) 974-4185

RICARDO GARCIA

PUBLIC DEFENDER

March 7, 2019

Board of State and Community Corrections
Corrections Planning and Programs Division
2590 Venture Oaks Way
Sacramento, CA 95833
Attn: BSCC Proposition 47

Re: Impact Letter between the Los Angeles County Public Defender and the Office of
the Los Angeles City Attorney

To Whom it May Concern:

The LA DOOR (Diversion Outreach and Opportunities for Recovery) program administered by the Los Angeles City Attorney's Office is a health-focused addiction and mental illness intervention model that prioritizes mobile outreach, pre-booking diversion, and community engagement over the traditional criminal justice approach. LA DOOR assists individuals and communities vitally in need of Proposition 47 resources by providing field-based multidisciplinary social services uniquely tailored to five hotspot locations identified as having high concentrations of individuals struggling with substance dependence, mental illness, and past criminal justice involvement. In addition to field-based services, the LA DOOR program offers pre-booking diversion on drug possession arrests, meaning that individuals arrested on a Proposition 47 drug offense are directed into treatment to avoid a revolving door criminal justice system approach.

As LA DOOR Advisory Committee Members and Program Partners since 2017, the Public Defender's Office is informed as to how LA DOOR impacts its operations. During the new grant expansion period, the Public Defender's Office is committed to continuing to work with LA DOOR partners during regular committee meetings as well as working directly with the City Attorney's Office to establish protocols for assisting program participants with accessing legal support. This support includes expungement relief, warrant issues, or assistance with other legal barriers for which the Public Defender's Office provides counsel.

Because the LA DOOR model expansion includes more direct efforts to work with program participants to address legal barriers, both the City Attorney's Office and the Public Defender's Office recognize that program operations would greatly benefit from additional personnel support in the Public Defender's Office. To this end, the Public


"To Enrich Lives Through Effective and Caring Service"

Defender's Office will leverage the expertise of two of its high-level attorneys to support LA DOOR program participants. This support will include records review to identify warrants, unresolved criminal cases or court obligations, participant eligibility for specialty courts, and past convictions eligible for expungement or charge reduction.

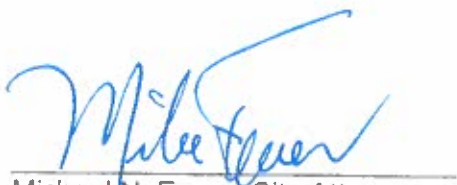
In addition, the Public Defender's Office will establish a new clerical position through grant funding to track leveraged funds and work with the City Attorney's Office and LA DOOR case managers to develop protocols for efficiently reconnecting appropriate LA DOOR participants with legal counsel. To assist in these efforts, the City Attorney's Office and LA DOOR case managers will work closely with the Public Defender's Office to provide progress reports for court and track court outcomes for participants who connect with the Public Defender's Office for legal support.

LA DOOR represents a fresh and promising approach by addressing substance use and mental illness in a field-based or community setting, rather than seeking to address these issues in through traditional prosecution approaches. The Los Angeles County Public Defender's Office acknowledges the local impacts listed above and looks forward to continuing to work with the Los Angeles City Attorney's Office on the LA DOOR program.

Sincerely,



Ricardo Garcia, Public Defender
Office of the Public Defender
210 West Temple Street, 19th Floor
Los Angeles, CA 90012



Michael N. Feuer, City Attorney
Office of the Los Angeles City Attorney
200 N. Main Street, 8th Floor
Los Angeles, CA 90012

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF PUBLIC DEFENDER

DEPT'S.
NO. 670

December 3, 2019

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

FY 2019-20

4 - VOTES

SOURCES

PUBLIC DEFENDER
A01-PD-88-8810-15200
STATE-SPECIAL GRANTS - \$26,000
INCREASE REVENUE

USES

PUBLIC DEFENDER
A01-PD-1000-15200
SALARIES AND EMPLOYEE BENEFITS - \$26,000
INCREASE APPROPRIATION

SOURCES TOTAL: \$ 26,000

USES TOTAL: \$ 26,000

JUSTIFICATION

The budget adjustment reflects the transfer of \$26,000 from the Los Angeles City Attorney's Proposition 47 Grant Award BSCC 538-19 to Public Defender's Salaries and Employee Benefits. The funding will assist in the coordination of legal support for LA DOOR participants.

ADOPTED


BOARD OF SUPERVISORS

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)


 AUTHORIZED SIGNATURE Jenny Brown, Chief Deputy

66

DEC 17 2019


 CELIA ZAVALA
 EXECUTIVE OFFICER

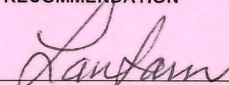
 REFERRED TO THE CHIEF
 EXECUTIVE OFFICER FOR ---
☐ ACTION☒ RECOMMENDATION

AUDITOR-CONTROLLER

BY

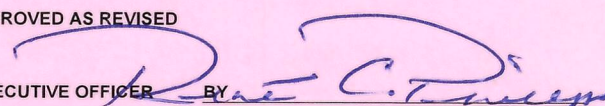
B.A. NO.

099

 BY 
 Dec 10 20 19
☒ APPROVED AS REQUESTED☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY


 Dec. 10 20 19